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the homestead without the wife's joining is void as to that part, but valid as to other lands contemplated in the contract.

Emblements—Who Entitled To.—*McKeon v. Swayer*, 56 N. W. Rep. 492 (Neb.). M. and S. both claimed a piece of land under the same landlord, S. under a lease, and M. under an agreement for a lease made prior to the execution of the lease to S. The latter planted the land and cultivated it during the season. M. brought a forcible detainer suit, obtained possession before harvest and claimed the crop. Replevin by S. for the same. Held that as S. had held the land in good faith with consent of the owner he was entitled to the emblements notwithstanding the judgment in the forcible detainer suit.

Fellow Servant—Negligence—Liability of Master.—*Dewey v. Detroit, G. H. & M. Ry. Co.*, 56 N. W. Rep. 756 (Mich.). Plaintiff, who was employed by the defendant as brakeman, was injured while engaged in coupling cars. The improper manner in which the cars were loaded was the occasion of the injury. Defendant employed a competent inspector whose business was to see that all cars were properly loaded and in good condition. Held, that the injury was due to the negligence of a fellow servant and that defendant was consequently not liable.

Illegal Contract—Author and Publisher—Failure to Perform.—*Jewett Pub. Co. v. Butler*, 34 N. E. Rep. 1087 (Mass.). An author intending to write an autobiography, made a contract with a publisher, in which he agreed "to accept full responsibility for all matter contained in said work, and to defend at his own cost any suits which may be brought against the publisher for publishing any statement contained in said work, and to pay all costs and damages arising from said suits." Held, that the contract did not show that the parties contemplated publishing libelous matter, so as to prevent the publisher from recovering for the author's refusal to permit him to publish the work after it had been written. Further, that because an author entertained doubts as to a publisher's solvency he was not justified in refusing to permit that publisher to get out his book when he had contracted to do so.

Life Insurance—Policy Construction—In re Conrad's Estate, 56 N. W. Rep. 535 (Iowa). A policy provided that a sum should be paid to wife of insured or her legal representatives, or if she were not then living to her children. The wife died before her hus-